

June 5, 2006

**CONTRACT NO. 06-001-TMB**

**ALL OFFERORS:**

The enclosed packet contains a "REQUEST FOR Qualifications" (RFQ) for a **Pay for Performance (PF P) type Environmental Remediation Contract**. The RFQ consists of the following documents:

**REQUEST FOR QUALIFICATION - CONTRACT NO. 06-001-TMB**

1. SPECIAL PROVISIONS, REQUEST FOR QUALIFICATION, PAY FOR PERFORMANCE CONDITIONS
2. RFQ REPLY SECTION
  - A - NO REPLY FORM
  - B - NON-COLLUSION STATEMENT AND ACCEPTANCE

Your Response to the Qualifications Section shall be executed completely and correctly and returned in a clearly marked envelope by **1:00 pm (EST), Tuesday July 18, 2006**, to be considered.

A mandatory pre-bid meeting has been scheduled for **10:00 am (EST) Thursday June 15, 2006** at the DNREC Tank Management Branch (TMB), New Castle, DE. **This is a mandatory meeting.** If a proposing party does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation. Any and all questions brought forth during the mandatory pre-bid meeting shall be in writing.

Please review and follow the information and instructions contained in the Special Provisions and the Pay for Performance Conditions. Should you need additional information, please call the Tank Management Branch at (302) 395-2500.

REQUEST FOR QUALIFICATION  
CONTRACT NO. 06-001-TMB  
PAY FOR PERFORMANCE CONTRACTING  
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

- a. The Special Provisions to this contract include everything included under Special Provisions and all contracting language contained in the Pay for Performance Conditions contained herein.
- b. This contract will be issued to cover the Environmental Remediation requirements for the Department of Natural Resources and Environmental Control (DNREC) through a Pay for Performance type contract. **The selection of qualified contractor(s), through the RFQ process, for this statewide contract does not commit contractor(s) or DNREC to any site-specific contract. The RFQ process simply qualifies contractors to be eligible to receive bid requests to clean up individual sites. The bid process (if applicable) and site specific defined Scopes of Work will be provided to the selected qualified contractor(s) on a site-by-site basis. Once a contractor is selected and a bid is awarded for a specific site, a purchase order will be generated for the work as per State guidelines.** The selection process for qualified candidate(s) is explained in the **Requirements for RFQ Submission** section (section 4) of the Pay for Performance Contract conditions. The selection criteria for awarding bids from the qualified contractors may be found in the **PRICES AND BID SELECTION** section below. Although this contract is intended for State-lead leaking underground storage tank sites, it may be applied to any other State-lead environmental remediation project in DNREC. A flow chart of the PFP process may be found in Figure 1.

2. **CONTRACT PERIOD:**

Once qualified, each contractor's contract, to be on the qualifications list, shall be valid for a five (5) year period from September 1, 2006 through September 1, 2011. Each contract may be renewed for two (2) additional years under the same terms and conditions. Agreement on these optional years shall be in writing from both the contractor(s) and the DNREC and shall be initiated no later than ninety (90) days prior to the termination of the current agreement.

All bids that are accepted and signed during this contract period will be valid through the estimated date of clean up completion outlined in the PFP Bid Form even if the date exceeds the contract period. For example, if, in the year 2010 (with only one year remaining on the RFQ contract) Qualified Contractor "A" is awarded a bid and signs a PFP agreement to cleanup project "B" in three years, the agreement is still valid through the year 2013 despite the fact that the RFQ contract expires in 2011. However, no new PFP contracts may be signed past that period (unless the renewal stated in the previous paragraph is enacted).

3. **PRICES AND BID SELECTION:**

Once the qualified contractor(s) is selected, Bid requests will be solicited by DNREC for each applicable project. Bid requests may be sent to one or many of the qualified contractors. Prices and/or rates will remain firm for the term of the contract in accordance with Appendix C; the Bid Form.

The pricing policy that the qualified contractor(s) chooses to submit shall address the following concerns:

- a. The structure shall be clear, accountable and auditable.
- b. It shall cover the full spectrum of services required.
- c. The costs and compensation shall be in accordance to the General PFP Provisions outlined in Section 2 of the Pay for Performance Conditions

The contractor(s) will be invited to submit cost proposals each time the Department determines that environmental services are required at a specific State funded clean up. The scope of the environmental services may vary for each site.

Whenever the Department designates a project for which it requires a contractor to provide services, it shall notify the qualified contractor(s) of such designation, provide contractor(s) with a defined Scope of Work, and invite the contractor(s) to submit a proposal to provide services for that project. The Scope of Work will be part of an all-encompassing Site Data Package that will include all of the current site-specific information for the selected site; including designated cleanup goals. The contractor shall inform the Department, in writing, within thirty (30) days of its receipt of the Department's proposal request, of its intent to submit a proposal, or, submit a NO PROPOSAL REPLY FORM (attached).

If the contractor informs the Department that it will propose a bid, it shall provide the Department, within sixty (60) days of the Department's proposal request, with a priced proposal for the services called for in the Site Data Package.

The proposal shall be submitted in the form of the PFP Bid Form (Appendix C). If the Department and the contractor are able to reach an agreement, the Department will initiate a purchase order (PO) for the agreed upon amount. Payment for the contract will be in accordance with Appendix A; Milestone Attainment Payment Information. All other bidders will be notified, in writing, that their bid was not selected.

In negotiating the costs proposed by the contractor(s) for each site, the Department's goal will be to obtain qualified services at a reasonable price without compromising the integrity of the environmental services. The winning bid will be a function of several parameters including, but not limited to; price, time to completion, remedy selection, community impact and current and future land use. A team will be comprised to select the optimum remedy and bid. The team may consist of a Project Manager, Branch Manager, Branch Planner and Corrective Action Engineer.

4. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

5. **QUANTITIES:**

The attention of contractors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

6. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

7. **PROPOSAL BOND REQUIREMENT:**

Proposal Bond Waived.

8. **PERFORMANCE BOND REQUIREMENT:**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of DNREC with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the DNREC bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in the DNREC Bond Form.

STATE OF DELAWARE  
Department of Administrative Services  
Division of Support Services

9. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies.

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State.
  - a. Workmen's Compensation Insurance under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractor's employees engaged in any work hereunder.
  - b. Comprehensive Liability - Up to one million dollars (\$1,000,000) single limit per occurrence including:
    - 1) Bodily Injury Liability - All sums which the company shall become legally obligated to pay as damages because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

- 2) Property Damage Liability - All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.
    - 3) Contractual liability, premises and operations, independent contractors, and product liability.
  - c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.
  - d. Pollution Liability Insurance in the amount of \$1,000,000.00 per occurrence covering as appropriate both general liability and professional liability arising from pollution conditions.
2. Forty-five (45) days written notice to DNREC of cancellation or material change of any policies is required.
  3. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**DNREC - Tank Management Branch  
Contract No. 06-001-TMB  
391 Lukens Drive  
New Castle, DE 19720**

STATE OF DELAWARE  
Department of Administrative Services  
Division of Support Services

10. **STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful contractor shall either furnish the Tank Management Branch with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

11. **HOLD HARMLESS:**

See the Pay for Performance Agreement herein.

12. **NON-PERFORMANCE:**

See the Pay-For-Performance Agreement herein.

13. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. **EXCEPTIONS:**

Contractors may elect to take minor exception to the terms and conditions of this RFQ. The DNREC shall evaluate each exception according to the intent of the terms and conditions contained herein, but the DNREC shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of contractors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

15. **BUSINESS REFERENCES:**

In order to have your proposal considered, please supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please include name, address, telephone number, fax number, e-mail address, and a verified contact person.

16. **BILLING:**

The contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

17. **PAYMENT:**

The Department of Natural Resources and Environmental Control will authorize payment in accordance with Appendix A: The Milestone Attainment Payment Information, and the Milestone Attainment Request Form. The Purchase order will be for the total amount quoted in the Bid Form (Appendix C). Payment will be made within thirty (30) days once the Department confirms that a milestone has been reached.

18. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by DNREC to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

19. **PROPOSAL/CONTRACT EXECUTION:**

The **non-collusion statement** that is enclosed with this Request for Qualification, the **contract form** delivered to the successful contractor for signature and the **Pay for Performance Bid Form SHALL** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware.

20. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

21. **TIME OF PERFORMANCE:**

The services of the Contractor are to be performed in a timeframe consistent with the language contained within the Pay for Performance agreement and the Bid Form (Appendix C).

22. **CONTRACTOR RESPONSIBILITY:**

Following the Request for Qualification, The State will enter into a contract with the successful contractor(s). The successful contractor(s) will then receive Bid Requests for specific sites in the form of a Site Data Package. The contractor(s) will then submit bids to successfully remediate the chosen site. The successful contractor(s) shall be responsible for all products and services as required by this RFQ. Subcontractors, if any, shall be clearly identified in the Bid Proposal.

23. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

24. **METHOD OF PAYMENT:**

See The PFP Contractual Conditions contained herein

25. **TERMINATION OF P.O.'s:**

See The PFP Contractual Conditions contained herein

26. **CONSULTATION AND REPORTING:**

The Contractor shall submit financial and narrative progress reports in accordance to the reporting sections of the PFP conditions. The time and form of such reports will be prescribed by the State. The Contractor shall maintain the following records:

- a. File memos on meetings, site visits, and other activities;
- b. Time records and narrative documentation arranged on a monthly basis covering the work required under this contract in the form prescribed by the State; and
- c. Mileage and travel expense records, salary information and such other data as are necessary to document and substantiate the contractor charges. Such records shall be kept at the office of the Contractor and made available for review or audit on behalf of the State.

27. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase

Order.

28. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

29. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

30. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

31. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

32. **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

33. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated, the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

34. **AFFIRMATION:**

The Contractor shall affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

35. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

36. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

37. **SUBCONTRACTS:**

Subcontracting is permitted under this RFQ and contract. However, every subcontractor shall be identified in the Bid and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFQ and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

38. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your RFQ submittal and your bid (if applicable), which you deem to be confidential or proprietary information, which should not be disclosed under the Delaware Public Information Act. Contractors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether then information may be or shall be divulged to the party.

39. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Qualification, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any bidder or contractor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Pay For Performance Conditions
- Special Provisions
- Bid Proposal
- Purchase Order

40. **ASSIGNMENT:**

This contract cannot be assigned except by express written consent from the Director, DNREC Air and Waste Management of the State of Delaware.



## **Pay for Performance Conditions**

### **1. INTRODUCTION**

- 1.1. The text of this agreement will clearly define the policies and bounds of the Pay for Performance (PFP) Program offered by the Delaware Department of Natural Resources and Environmental Control's (DNREC) Tank Management Branch (the Department).
- 1.2. The purpose of PFP contracting is to achieve site cleanup goals more efficiently by expediting remedial activities while lowering total project costs. The ultimate result will be enhanced protection of human health, safety and the environment.
- 1.3. A PFP contract is a performance-based and shared risk/reward contracting arrangement, which includes a total cost of cleanup that will be distributed incrementally over a specified time limit. The distributions will be based on remedial milestones such as; remedial system startup, attainment of interim cleanup goals, and attainment of final cleanup goals (closure).
- 1.4. The format of a PFP contract, or agreement, will consist of the contract provisions contained within the body of this document that detail the program as well as the attached appendices that will be used for site-specific information, baseline and milestone calculations, point of compliance identification etc.
- 1.5. The PFP Program will apply to contaminated properties that are ready to enter the remedial phase of *Delaware's Risk-Based Corrective Action Program* (DERBCAP), however, the concepts and structure of the program may be used for any site that requires remediation regardless of the source of funds or the party responsible for cleanup.
- 1.6. If, after reading the provisions of the contract, a party is interested in becoming a qualified contractor in order to receive site-specific bid requests, it shall respond to the request for qualifications section as outlined in section 4. Once qualified, the qualified contractor will then be eligible to receive site-specific bid requests to cleanup sites under the provision of the PFP contract. DNREC will request bids in the form of a Site Data Package.

### **2. GENERAL PFP PROVISIONS**

- 2.1. The Contractor agrees to perform the site cleanup activities in accordance with Appendix A. The Contractor also agrees that the site characterization is complete based on the information contained within the Site Data Package submitted during the Bid Request. Additional investigation to optimize a remedial approach or to determine the cause of a failed remedial approach will be at the sole cost of the Contractor.
- 2.2. The Contractor agrees to perform all services under this Agreement in accordance with Chapter 74 of the Delaware Code and all federal and state statutes, rules, regulations, procedures, and guidance (hereafter referred to as the "Regulations") applicable to this cleanup.
- 2.3. All submissions that include geologic interpretations shall be signed/stamped by a Delaware-licensed Professional Geologist (PG) and for all engineering interpretations shall be signed/stamped by a Delaware licensed Professional Engineer (PE). The Department reserves the right to accept submissions signed/stamped by PG's and PE's licensed in other states.
- 2.4. The State of Delaware's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Legislature does not provide an appropriation to support this Agreement, then the Contractor's obligation to perform under this Agreement will be terminated. Such a termination shall not be considered as failure to perform by the contractor and shall be handled in accordance with paragraph 3.5.5.2.
- 2.5. The Department reserves the right to stop work under this Agreement if it is in the best interest of the State. Any delay in the cleanup schedule caused by such order shall be handled in accordance with paragraph 3.5.5.1.
- 2.6. The Contractor shall hold harmless and indemnify the site owner, the Department and the State of Delaware against any third party liability from damage caused by the Contractor. The parties hereby agree that \$10.00 of the total compensation paid under this Agreement is consideration for this indemnity Agreement. This indemnification is provided in addition to the insurance requirements as specified in the Special Provisions listed above.

- 2.7. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department. The Contractor shall not sublet more than 75% of the dollar volume of work under this Agreement without the prior written consent of the Department.
- 2.8. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the timely payment of all monies due under any subcontract.
- 2.9. The Contractor agrees that the Department shall not be liable to any vendor or subcontractor for any expenses or liabilities incurred under the subcontract. The Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 2.10. Pursuant to *Section 216.2815, F.S.*, all records in conjunction with this Agreement shall be public record and shall be treated in the same manner as other public records are under general law. This Agreement may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of *Chapter 119, F.S.*, and made or received by the Contractor in conjunction with this Agreement.
- 2.11. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives, shall have access to such records for audit purposes during the term of this Agreement and for three years following Agreement completion. In the event any work is sublet, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. It is not the Department's intention to use these audits to seek cost recovery of over-payments, but rather to use these audits to revise and refine the Department's cost estimating policies and procedures. However, cost recovery will be pursued if there is evidence of fraud or other illegal activity.
- 2.12. All utilities and permitting are responsibility of the contractor.
- 2.13. The Contractor shall be responsible for payment of all utilities necessary to complete the cleanup, including but not limited to electricity, propane, sanitary sewer and telephone.
- 2.14. The Contractor shall be responsible for obtaining all applicable local, state and federal permits and shall be responsible for payment of all applicable permit fees. The Contractor shall be responsible for satisfying all permit requirements.
- 2.15. The Department shall be notified five (5) days in advance of any field activities.
- 2.16. All equipment purchased will belong to Contractor post closure. However;
  - 2.16.1. The Department has the option of retaining ownership of any equipment purchased through a State-lead remediation contract for use on a State-lead site. Upon completion of site remediation activities, the Contractor shall submit an inventory of equipment purchased for the State-lead site to the Department for review. The Department has the option of retaining or waiving ownership of any or all inventoried remediation equipment. Any remediation equipment purchased for use at the Site for which the Department waives ownership shall become the sole property of the Contractor following site closure.
  - 2.16.2. The Contractor is responsible for all maintenance and/or repairs required during the course of the Agreement. Any maintenance and/or repairs performed on the remedial system during the duration of the agreement shall be at the sole cost of the Contractor.

### **3. PAY-FOR-PERFORMANCE SITE SPECIFIC PROVISIONS**

- 3.1. Cleanup Goals and Milestones
  - 3.1.1. Appendix A provides the framework for establishing Cleanup Goals and payment structure for milestone attainment. Cleanup Goals are assigned by the Department's Project Officer and will be in accordance to *Delaware's Risk-Based Corrective Action Program (DERBCAP)* and other applicable referenced Standards. The specific Cleanup Goals will be specified in the Site Data Package.
  - 3.1.2. Milestones following system startup will be based on a percent reduction of the difference between calculated

baseline concentrations and final cleanup goals, as calculated in the Site Data Package.

- 3.1.3. Attainment Wells will be selected by the Department and will be identified in the Site Data Package. They will be selected based on the site characterization and the extent of the plume. The selection of attainment wells will satisfy DERBCAP by being protective of affected or potentially affected receptors.
- 3.1.4. Unless otherwise approved by the Department, attainment wells shall not be an active component of the remediation system.
- 3.1.5. The Contractor shall notify the Department at least ten (10) business days in advance of any sampling event that will be used to verify attainment of a cleanup milestone.
- 3.1.6. A Milestone Attainment Request (MAR), Appendix D, shall be submitted to the Department for review and approval once the Contractor determines a milestone has been attained. The MAR may be attached during any reporting period of the project. The Department will have thirty (30) days from the receipt of a MAR to notify the Contractor of one of the following:
  - 3.1.6.1. The Department agrees that the milestone has been achieved;
  - 3.1.6.2. The Department disagrees that the milestone has been achieved; or
  - 3.1.6.3. The Department will require confirmatory sampling of key monitoring wells if the Department was not present during the milestone attainment sampling. If the Department chooses to confirm the milestone results, then the Department will have an additional sixty (60) days to inform the Contractor whether the Department agrees that the milestone has been achieved.
- 3.1.7. The Department reserves the right to collect, or arrange to collect through a third party, confirmatory split samples of groundwater and soil to verify sampling results at milestone attainment events. Such sampling will be performed at the Department's sole cost and discretion unless milestone attainment is not demonstrated based on the corresponding laboratory data. If the split sampling event was improperly designated a milestone attainment event by the Contractor, then costs incurred by the Department through collection of split samples will be subtracted from the next milestone payment.
- 3.1.8. In the event a MAR is submitted for a sampling event where the Department was not notified or present, the Department may collect or arrange to collect through third party, confirmation samples within ten (10) days of receipt of the MAR. The Department will provide the Contractor a minimum of five (5) days notification of such sampling activities. Should the Contractor choose to observe such field activity, all costs incurred by the Contractor for such participation shall be borne solely on the Contractor.
- 3.1.9. The Department reserves the right to reject any sampling results when proper notification is not provided.
- 3.1.10. The Department reserves the right to install additional wells and sampling borings, at its sole cost and discretion, during the remedial process in order to minimize uncertainty by filling in spatial data gaps. In such an event, it may be necessary to "re-open" negotiations with the contractor (see section 3.5.6). The Department will provide the contractor a minimum of five (5) days notification of such activity. Should the contractor choose to observe such field activity, all costs incurred by the Contractor for such participation shall be borne solely on the Contractor.
- 3.1.11. The Contractor shall achieve the contamination reduction milestones within the schedule specified in the Statement of Goals section of the Corrective Action Work Plan (3.3.1). If the milestone is not achieved by the specified date, then the Contractor shall take corrective action to restore the cleanup schedule or explain the delay to the Department's satisfaction. Such corrective action may include a modification of the existing remedial approach in accordance with the terms of the Contract. The Department reserves the right to extend the timeframe for the milestone based upon a demonstration that the delay was not due to any act or omission by the Contractor. Furthermore, the Department reserves the right to extend the timeframe for any subsequent milestones for which attainment may be delayed as a consequence of the delay of the previous milestone. In no event shall the extension of time result in an increase in the price of this contract or an increase in the time estimated for final closure. Continual, repeated or prolonged failure of the Contractor to restore the cleanup schedule shall be considered failure to perform by the contractor and handled in accordance with section 3.5 of this contract.

- 3.1.12. The Department of Natural Resources and Environmental Control's Analytical Laboratory shall have the right of first refusal for **ALL** analytical work for any State Funded clean up projects; not including drinking water analysis. All contractors that are submitting PFP bids shall contact the DNREC Lab for analytical rates and availability prior to submitting bids. The phone number for the Environmental Laboratory, located in Dover, DE, is 302-739-9942.

### 3.2. Final Milestone Attainment & Closure

- 3.2.1. The final milestone payment of the PFP contract will be awarded for attaining the established cleanup goals within the time frame specified in the Bid Form and maintaining such concentrations for four consecutive sampling quarters once all remedial activities have ceased. In addition, all system decommissioning and site restoration (3.2.3) shall be completed as well. The Department will evaluate, on a case by case basis, any concentration "spikes" that exceed final cleanup goals during post remedial monitoring.
- 3.2.2. If the cleanup goals have not been met within the specified timeframe, the Contractor may continue the cleanup or monitoring of the site by requesting, in writing, for "extended time". Extended time will not increase the contract price. If, at the end of the "extended time" the cleanup goals have not been achieved, the Contractor shall be released from any further obligation under this Contract and the payment for any unachieved milestones shall not be due to the Contractor.
- 3.2.3. Upon successful completion of post remedial monitoring, the Site shall be restored to the condition it was in prior to remediation activities as nearly as practicable. All dismantling of equipment and site restoration, including the abandonment of all monitoring, and remediation wells, shall be the responsibility of the Contractor. All wells and treatment points shall be abandoned in accordance with the Delaware Regulation Governing the Construction and Use of Wells by a Delaware licensed well driller. Upon Department approval of the Closure Report, as described in section 3.3.3, the Department will issue a Site Remediation Completion Letter along with the final payment.

### 3.3. Reporting Requirements & Submissions

- 3.3.1. The Contractor shall submit a Corrective Action Work Plan (CAWP) to the Department within sixty (60) days upon being awarded the contract. Refer to Appendix B for the minimum requirements for the CAWP including remedial system design plans. The milestone attainment time estimates and schedule provided in the Statement of Goals section of the CAWP will be the timeframes used for measuring performance (3.1.11).
- 3.3.2. The Contractor shall submit a Quarterly Monitoring Report within thirty (30) days of sampling activities. Refer to Appendix B for the minimum requirements for the Quarterly Monitoring Reports.
- 3.3.3. The Contractor shall submit a Site Closure Report following all site decommissioning and restoration activities. The Site Closure Report will be the final milestone attainment request for the project. Refer to Appendix B for the minimum requirements for the Closure Reports.
- 3.3.4. Any reports submitted to the Department may include a Milestone Attainment Request (MAR) in accordance with Section 3.1.6.

### 3.4. Invoicing and Payment

- 3.4.1. All milestone payments will be based upon the approval of the MAR in accordance with Section 3.1.6.
- 3.4.2. Upon approval of the MAR, the Department agrees to authorize payments in accordance with Appendix A. The Department shall have a minimum of thirty (30) days to process the approved request for payment.

### 3.5. Contract Termination and Renegotiations

- 3.5.1. Reimbursement under this Agreement may be terminated at any time for failure of the Contractor to perform in accordance with the terms and conditions contained within this agreement. The Department will provide written notice to the Contractor describing the violated term and/or condition. The Contractor will be provided thirty (30) days to correct all identified deficiencies.

- 3.5.2. In the event of an imminent hazard, the Department will notify the Contractor as soon as practicable, but may act immediately to abate the hazard. If the Contractor created the hazard and the Department shall act to abate, then the Contractor agrees to indemnify and reimburse the costs incurred by the Department.
- 3.5.3. If the Contractor abandons the project prior to attainment of all milestone, or does not correct deficiencies (see Section 3.5.1), then the Department considers that the Contractor has breached the terms of this Agreement and will be prohibited from doing any future State-lead work for the Department for a period of three (3) years. This includes both new State-lead work for the Department and work that is ongoing, including work that is not under this contract.
- 3.5.4. In the event the contract is breached, the Department will collect payment of the performance bond for this site.

3.5.5. Breach and Cure Provisions

- 3.5.5.1. In the event that the cleanup schedule is delayed for more than 60 calendar days and such delay is due to circumstances beyond the control of the Contractor, then the time for the performance of the cleanup shall be extended and the Contractor may request an intermediate milestone payment for work performed prior to the cessation of work. However, any such delay shall not be cause for an increase in the price of this Agreement. In the event that the cleanup scheduled is delayed for more than 120 calendar days, then this Agreement may be renegotiated or terminated by either party. Termination pursuant to this paragraph shall not be considered as failure to perform by the Contractor and handled in accordance with paragraph 4.5.5.2.
- 3.5.5.2. In the event that this Agreement is terminated and such termination is not due to failure to perform by the Contractor then, the Contractor shall not receive payment for unattained milestones. However, the Contractor shall be paid a prorated amount of the next milestone payment based upon their relative progress towards that milestone. The Contractor may also be paid on a time and materials basis for demobilization but such costs shall not exceed 5% of the total amount of this Agreement. Any such payments made shall completely satisfy the Department's obligation to the Contractor under this Agreement.
- 3.5.5.3. In the event that this Agreement is opened for renegotiation, failure to resolve such negotiations to the satisfaction of the Department and the Contractor shall result in termination of this Agreement. If the reason for the renegotiation was beyond the control of the Contractor, then such termination shall not be considered as failure to perform by the Contractor and shall be handled in accordance with paragraph 3.5.5.2.

3.5.6. Re-Openers and Scope Changes

- 3.5.6.1. The specific scopes of work and contract price are intended to cover only the contamination identified in the Site Data Package submitted during the Bid Request. Therefore, the contract price will not be subject to change unless one or more of the following occur (with each of the following hereinafter referred to as a "Re-opener"):
- 3.5.6.1.1. The Department will allow for the renegotiation of this Agreement if a "New Condition" is encountered. New Conditions are deemed to include:
- a documented tank, line and/or dispenser failure, that impacts soil, sediments, surface water and/or groundwater;
  - the discovery of unknown underground storage tanks and/or lines and associated equipment;
  - the detection of measurable non-aqueous phase product in wells or other areas where it has not been detected for the past two years;
  - the detection of measurable non-aqueous phase product in wells or other areas that have never had detections of such product;
  - the detection of any dissolved regulated substances not previously detected;
  - increases in one or more COC or other regulated substance that exceeds the maximum concentration of such COC or other regulated substance measured during the previous two years of monitoring;
  - following a formal written request by the Contractor; any other unidentified condition that

the Department approves as a “New Condition”.

- 3.5.6.2. Change in applicable law, regulation, guidance or policy, or change in the regulatory interpretation of the same, as they relate to assessment, remediation and/or closure that in any way affects the scope of work for this Agreement.
- 3.5.6.3. Failure of the Department and the Contractor to gain access to the site or adjacent properties, significant changes in access, significant changes in access agreements, or non-standard access agreements involving attorneys representing third parties.
- 3.5.6.4. Disturbances including, without limitation, destruction, replacement, repair or relocation, of monitoring and/or remedial systems or equipment that is required by or results from activities on the property by the owner or property lessee.
- 3.5.6.5. Changes in property ownership or use that require a remediation standard more stringent than the cleanup goals established in the original Agreement.
- 3.5.6.6. Increases in any individual utility cost or commodity cost in excess of 10%.
- 3.5.6.7. Termination or suspension of monitoring and/or remediation activities by the Department for more than one hundred and twenty (120) days.
- 3.5.7. The Contractor is responsible for meeting required time and remedial performance goals detailed as stated in the Statement of Goals section of the Corrective Action Workplan. However, in the event final milestone goals cannot be reached in the prescribed performance timeframe, the Contractor may petition the Department to perform a Tier II Risk Assessment, thereby establishing Site Specific Target Levels (SSTLs) as cleanup goals for the site. The Department has the sole discretion to adjust final milestone cleanup goals to correlate to the SSTLs developed by the Contractor, or to hold the Contractor to the original terms and cleanup goals established in the original Agreement. All costs incurred from the performance of a Tier II Risk Assessment and the development of SSTLs shall be the responsibility of the Contractor and shall not be included in the cost of this Agreement.
- 3.5.8. Resolving Disputes
  - 3.5.8.1.1. Upon the occurrence of one or more of the Re-openers, the Department and the Contractor shall meet and confer in good faith to assess the impact to the Scopes of Work and/or the contract price caused by the Re-opener. The Department has the option to negotiate mutually agreeable changes to the Scopes of Work and/or the contract price with the Contractor or to terminate the Agreement and pay the Contractor the actual total costs of the Contractor’s effort to the date of such removal, up to, but not to exceed, the site’s contract price.
- 3.5.9. The Contractor shall immediately notify the Department (within 24hrs) upon discovery of a significant change in site conditions. This notification shall be followed up in writing within fifteen (15) days upon discovery of a significant change. The following are examples of significant changes in site conditions:
  - an emergency or imminent hazard which would require the contractor to make changes to the remedial system to mitigate the hazard;
  - an increase in total contaminants of concern or free phase product thickness at a monitoring point by over 50% from the last monitoring event, or measurable free-product is found at a monitoring point for the first time;
  - the system has shut down for more than a week;
  - a sensitive receptor has been impacted, such as elevated VOCs in indoor air, utility lines, and water supply wells.
- 3.5.10. General Assumptions & Contingencies
  - 3.5.10.1. The Contractor shall perform as an independent Contractor and not as an agent, representative, or employee of the Department.
  - 3.5.10.2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or

requirements as further stated herein, shall be supplied by the Contractor.

#### **4. REQUIREMENTS FOR RFQ SUBMISSION**

##### **4.1. Introduction**

The Delaware Department of Natural Resources & Environmental Control (DNREC), Tank Management Branch (the Department) is currently issuing a request for qualifications (RFQ) for a Pay for Performance (PFP) remediation contract for State-lead, leaking underground storage tank (LUST) sites. The contract will address remedial design and all corrective action activities through closure and will consist of the previous sections of this document and subsequent attachments. This Section outlines the Request for Qualifications (RFQ). An interested company shall submit all the information requested in this Section.

##### **4.2. Selection Process**

The “Qualifications” list will be solely based on a scaled scoring system. All of the items in the RFQ will be scored and the Department will select its qualifications list based on the highest scores. One, many, or all of the applicants may be selected for the list. The list will then be used to solicit performance-based bids for remediation. Once a firm has “qualified” for the list, the Department will solicit bids for individual sites, at which time; the firm will bid in accordance with this contract and its attachments.

##### **4.3. RFQ Submission Format**

All submittals in response to this RFQ will have the format described below. One introductory letter, seven sections, and four appendices are to be prepared at the contractor’s expense and submitted to meet the requirements of this Request for Qualifications (RFQ). All submittals shall be printed on both sides of the paper when possible to conserve resources.

NOTE: This submittal will be considered an example of the firm’s work product. Any firm that does not provide the requested information in this format, or fails to follow specific directions, may be considered unresponsive and dropped from consideration, or given a lower score.

Submission of information that was not requested will not improve a firm’s score and may be evaluated as evidence that the interested party’s analysis and presentation of information is not focused. Previously prepared brochures and qualification statements will not be considered.

##### **4.3.1. Introductory Letter (0-50 pts):**

Provide a brief (no more than two page) introductory letter that includes at a minimum:

- the company’s number of years in business,
- number of years providing professional environmental services,
- the company’s experience with PFP contracting,
- a brief description of the companies capabilities and resources,
- a narrative discussion on the financial stability and strength of the firm,
- office locations, business address, phone, fax, email, and other pertinent information.
- the signature of a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware.

##### **4.3.2. Required RFQ Sections:**

###### **Section 1 (0-10 pts):**

Each RFQ shall include a Table of Contents with page numbers for each of the required components.

###### **Section 2 (0-75 pts):**

The professional qualifications of the firm, including information on licensed professional engineers and geologists, environmental knowledge of staff, and general project experience. The firm shall have on its staff at least one Delaware Licensed Professional Engineer (P.E.) with an educational background or strong experience in environmental remediation projects. The firm shall also have on staff at least one Delaware Licensed Professional Geologist (P.G.) with an educational background or strong experience in environmental remediation projects. Professional licenses from other states will be accepted at the Department’s discretion as long as the other states are identified and licenses numbers are supplied.

Section 3 (200 pts):

Experience and capabilities of proposed team members. Include the entire firm's resources including equipment stock.

Section 4 (200 pts):

Detailed written comments demonstrating an understanding of scope and type of work involved in the cleanup of LUST sites. Please include the firm's experience with the installation, maintenance and monitoring of various remedial technologies. If available, list all petroleum remediation sites in Delaware; include type of remedial technology used, start date, and date site cleanup was achieved (if applicable) – if site cleanup was not achieved, state the reason(s) why (this can be done in tabular form). In addition, tabulate separately the same information for non-Delaware remediation sites for which you have achieved closure in the last three years on sites which required ACTIVE remediation. (Note: preference will be given to firms with Delaware experience.) Discuss experience and success with PFP contracting (preference will be given to firms with PFP contracting experience – this does not need to be Delaware-specific)

Section 5 (200 pts):

Include a statement on the firm's experience in performing feasibility testing and applying performance measures on remedial technologies. Include a statement on the ability to perform corrections on in-place technologies to increase performance. Include an example of a remedial design report.

Section 6 (100):

Demonstrate familiarity and understanding of contaminant fate and transport in soil and groundwater. Include the firm's understanding of vapor transport, natural attenuation and the use of related models such as Domenico, MODFLOW, and Johnson & Ettinger. Please include samples of Tier II and III type modeling reports.

Section 7 (50 pts):

Provide a narrative discussion on the health and safety practices / programs of the firm, including a description of the firm's safety record for the last five (5) years.

4.3.3. Appendices are as follows (50 pts):

- Resumes of key personnel on the team (1 page/person); include only personnel that may work on DE sites.
- Copies of applicable certifications, licenses, and/or forms, such as professional engineering/geologist certificates
- State of Delaware Business License
- Certificate of Insurance and/or copies of insurance policies. Minimum insurance coverage requirements are detailed in Section 3.7.

4.4. Delivery of Qualifications

Qualifications shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the firm as well as the designation of the contract. Qualifications forwarded by U.S. Mail shall be sent first class to the address (a) listed below. Qualifications forwarded by delivery service other than the U.S. Mail or hand delivered shall be delivered to the address (b) listed below.

U.S. Mail:                      Department of Natural Resources and Environmental Control  
   Tank Management Branch  
   RE: Request for Qualifications  
   391 Lukens Drive  
   New Castle, DE 19720

All Qualifications will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Qualifications received after the time set for public opening will be returned unopened.

4.5. Statement of Ownership

All Qualifications submitted in response to this RFQ will become the property of DNREC-TMB.

4.6. Miscellaneous



Please direct any questions in writing to the Tank Management Branch; RE: Pay for Performance Questions. Written questions regarding this RFQ shall be received by **June 23, 2006** Replies to such questions will be provided to all of the recipients of the RFQ as soon as practicable.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control  
Tank Management Branch  
391 Lukens Drive  
New Castle, DE 19720

**NO PROPOSAL REPLY FORM**

**CONTRACT #06-001-TMB**

**CONTRACT TITLE:      Pay for Performance (PFP) type  
Environmental Remediation Contract**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in the enclosed envelope. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal. **NOTE: This form is a Request for Proposal for qualified contractors to remediate a selected site and is not part of the Request for Qualifications process.**

Unfortunately, we must offer a "No Proposal" at this time because:

- |       |   |
|-------|---|
| _____ | 1.      We do not wish to participate in the proposal process.  |
| _____ | 2.      We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:<br><br>_____ |
| _____ | 3.      We do not feel we can be competitive.   |
| _____ | 4.      We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.                  |
| _____ | 5.      We do not wish to sell to the State. Our objections are:<br><br>_____   |
| _____ | 6.      We do not sell the items/services on which Proposals are requested.   |
| _____ | 7.      Other: _____  |

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Offeror's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Offeror's List **for these goods or services.**

CONTRACT NO.: 06-001-TMB MATERIAL GROUP: \_\_\_\_\_  
TITLE: Pay for Performance Type Environmental Remediation Contract  
OPENING DATE: July 18, 2006

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Division of Support Services.

It is agreed by the undersigned offeror that the signed delivery of this proposal represents the offeror's acceptance of the terms and conditions of this request for proposal including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Support Services.

COMPANY NAME \_\_\_\_\_ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: (Please circle)	<u>Women</u>	Yes	No	<u>Minority</u>	Yes	No	<u>Disadvantaged</u>	Yes	No
	<u>Business</u>			<u>Business</u>			<u>Business Enterprise</u>		
	<u>Enterprise</u>			<u>Enterprise</u>			<u>(DBE)</u>		
	<u>(WBE)</u>			<u>(MBE)</u>					

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

**APPENDIX A**  
**Milestone Attainment Payment Information**

### **Milestone Attainment Payment Information**

1. The final goal of the site-specific bid requests, that will be sent out to the “qualified” contractors, will be to remediate the core area of the plume (onsite portion of the plume), to reduce total contaminant mass in the source area and reduce dissolved phase petroleum contamination onsite to concentrations that are below Tier 1 Risk Based Screening levels, or, unless specified differently in the Site Data Package.
  - 1.1. Verification that interim corrective action goals have been met will be based upon groundwater samples collected from selected attainment monitoring wells.
  - 1.2. Verification that final corrective action goals have been met will be based upon groundwater samples collected from the same monitoring wells and additional verification wells to be installed at locations designated by DNREC-TMB.
2. Historical data will be contained in the Site Data Package submitted to successful contractors during the bid request procedure. Baseline sample results will be determined through the averaging of the most recent round of quarterly monitoring data and the results of a baseline sampling event performed by the Department or the Department’s representative within ninety (90) days of the bid request. The bidders may perform their own sampling during the bid preparation at the bidder’s own cost and discretion.
3. The payment breakdown for this Pay-for-Performance contract is as follows:
  - 3.1. Payment of 40% of the contract price will be made within thirty (30) days of the Department’s verification of remediation system startup or implementation of corrective action as described in the Price Quotation form. The Department will verify that startup is complete within seven (7) working days of notification of startup. The contractor shall have a representative onsite for the Department’s startup verification inspection.
  - 3.2. A total payment of 45% of the contract price will be paid out in increments based upon achieving the following percent reductions for interim goals in designated attainment monitoring wells:
    - 3.2.1. Upon 25% reduction of each designated chemical of concern for the site in each attainment monitoring well, 10% of the total contract price will be paid upon verification.
    - 3.2.2. Upon 50% reduction of each designated chemical of concern for the site in each attainment monitoring well, 15% of the total contract price will be paid upon verification.
    - 3.2.3. Upon 75% reduction of each designated chemical of concern for the site in each attainment monitoring well, 20% of the total contract price will be paid upon verification.
  - 3.2.4. The final 15% of the contract price will be paid upon completion of the following: (1.) verification that concentrations of COCs do not exceed the cleanup goals defined in the Site Data Package for each attainment well for four (4) consecutive quarters of monitoring, (2.) verification that site cleanup goals are met in verification wells installed by the Department, if applicable, (3.) all site restoration work shall be completed including proper abandonment of all onsite monitoring wells, dismantling and removal of remediation system, and restoration of the property to it’s original condition.

NOTE: percent reduction is based upon the decrease of a chemical of concern (COC) as compared to the baseline concentration for that COC in each attainment well. An interim goal is not achieved until each milestone percent reduction is attained for each designated COC in every attainment monitoring well for the site.
4. The complete technical file will be available for review Monday through Friday from 8:00am to 4:00pm by appointment. The bidding contractor is strongly advised to review the file and to visit the site prior to bid submission.



**APPENDIX B**  
**DNREC-TMB Minimum Requirements for Reporting**

## **Corrective Action Work Plan (CAWP)**

### Statement of Goals:

- Provide a schedule, with applicable calculations, as to when cleanup goals and milestones should be achieved (refer to Appendix A and the Site Data Package for cleanup goals and milestones).

### Restate the site conditions:

- Geologic and hydrogeologic conditions
- Contaminants of Concern/Contaminant plume
- Site history and current land use
- Receptor (point of exposure) survey within a minimum of 500 ft. and utility information
- Potential pathway analysis
- General site map that includes:
  - north arrow
  - scale
  - legend
  - proposed and existing monitoring well locations
  - supply well locations and distances to receptors
  - sampling locations
  - existing structures
  - sensitive areas
  - contaminated areas of concern
  - utilities

### Final Remedial Design and Implementation:

- Site map that includes the layout of the remedial system including; piping, trenching, well locations (existing and proposed), building construction, building location (existing and proposed), source area, additional sampling points, etc.
- Construction details including: potential sub-contractors, type of equipment to be used, materials used in construction, monitoring well design etc.
- Provide details of a pilot study if applicable.
- Provide brief description of applicable permits required for system implementation.

### Remedial Selection:

- Supporting documentation and literature for equipment proposed for remediation
- Relevant calculations used in sizing blowers, pumps, wells, piping, other.
- Calculations used in determining flow rates, injection rates, extraction rates, capture zones, pressure etc.
- Relevant calculations used in determining estimated time to closure
- Other technologies that may be considered to supplement primary remedial effort including initial “interim” remedial action measures.

### Performance Evaluation:

- Provide a plan on how the remedial system will be evaluated with respect to time and contaminant removal and with respect to the estimated schedule prepared in the Statement of Goals
- Provide a plan on how the remedial system will be evaluated for operation efficiency and down time.
- Provide potential courses of action if selected technology is not meeting expectations
- Monitoring Plan including but not limited to sampling frequency of all wells, sampling methods, QA/QC, list of analytes per sampling event and the analytical methods used.

### Subcontractor List

- Names of projected subcontractors and the specific tasks that they will provide
- Qualifications of Subcontractors and experience with the Subcontractor

## **Quarterly Monitoring Report:**

### The Quarterly Monitoring Report shall include, at a minimum:

- Sampling technique and equipment used
- Well purge volumes and recovery rates with well observations and sampling sheets (NAPL, odors, turbidity etc.)
- Water level measurements to the nearest .01 foot from a surveyed point and a map including calculated groundwater



flow

- A table documenting historic water levels to date for each well
- Well logs for newly installed wells including well completion reports
- Laboratory analytical reports
- Copies of “chain of custody” forms
- Laboratory QA/QC reports
- Analytical results for all samples, displayed in tabular form, along with historical monitoring results. Results displayed in table shall be listed in numerical form (reporting limits shall be noted instead of Non-Detect (ND)).
- A comparison of the concentration of COCs to applicable RBSLs and/or milestone concentrations for milestone attainment wells
- A statement explaining why there was any deviation in sampling, analytical techniques, equipment or QA/QC
- Calculations of groundwater flow, conductivity, percent reduction of COCs etc.
- A detailed site map that includes, at a minimum, the locations of all monitoring wells and sampling points, groundwater contours and COC concentration gradients, points of exposure, existing structures, parcel boundaries, north arrow, scale and legend.
- Include any deviation to the implemented remedial plan and include any repairs or adjustments to the remedial technology on-site and include reasons and duration for down-time
- Include any suggestions or recommendations related to the above bulleted item, as well as any change to the monitoring plan in general.
- Include the Milestone Attainment Request (MAR) if a milestone has been reached.

**Site Closure Report:**

- Summary of remedial activity
- The site Closure Report should include all of the items listed in the Quarterly Monitoring Report as applicable
- Document the disposal and dismantling of all piping and material associated with the remedial activities.
- Include pictures of the facility prior to and after closure activities
- Submit copies of all well abandonment reports and any closure documentation for permits that were obtained during the project.
- Include a Milestone Attainment Request as the final request for payment.

**APPENDIX C**  
**PFP Bid Form**

## **Pay for Performance Bid Form**

### **PRICE QUOTATION**

The total cost in dollars to:

- remediate the area of concern/plume such that the levels of the chemicals of concern (COCs) do not exceed the cleanup goals defined in the Site Data Package;
- to complete all associated monitoring and post remediation verification;
- to prepare all written plans, reports, and correspondence;
- to obtain and meet all terms and conditions of any required permits and licenses;
- to design, install, monitor, operate, maintain and when completed, properly abandon or remove all assessment and remediation items installed as part of the remedial action; and,
- to provide all other items as required by the Site Data Package for the Site Below:
- \_\_\_\_\_ [site name] located at \_\_\_\_\_ [site address] in \_\_\_\_\_ [city], Delaware, is: \$\_\_\_\_\_.

### **OTHER CRITERIA**

In addition to the Price quotation, please attach a proposal that addresses the following:

- The remedial technology(ies) proposed to achieve final cleanup levels as stated in the Site Data Package
- A brief summary of why this technology would be beneficial/successful at this site
- A conceptual design of how the technology would be implemented (please include diagrams of potential well and piping locations)
- The time required to achieve the milestones outlined in the Site Data Package (including all intermediate milestones).
- Additional investigations and sampling points necessary for full system design. NOTE: all additional investigations will be the Contractors responsibility and shall be included in the total cost above. \
- Any additional information that the

If the above items are not addressed, the bid will be rejected. Final system design and details, including time required to achieve milestones, shall be included by the successful contractor in the Corrective Action Work Plan.

### **ACCEPTANCE & DELIVERY STATEMENT**

In compliance with Contract No. 06-001-TMB (the Contract) and subject to all the conditions and appendices thereof, the Contractor offers, and agrees to abide with all conditions and terms of the Contract originally attached to this Bid Form.

Site Remediation Contractor \_\_\_\_\_

Principals' Names 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

### **DEPARTMENT SIGNATURE**

The Department of Natural Resources and Environmental Control hereby accepts this bid to remediate the site mentioned above in accordance to Contract No. 06-001-TMB.

Authorized Signature \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX D**  
**Milestone Attainment Request (MAR) Form**

Facility ID#: \_\_\_\_\_ Date: \_\_\_\_\_  
Project ID#: \_\_\_\_\_  
Site Name: \_\_\_\_\_ (the 'Site')  
Address (Street, City): \_\_\_\_\_  
File Code #: \_\_\_\_\_

**Total Contract Price:** \_\_\_\_\_

Milestones Already Achieved and Reimbursed (mark each with an "X"):

\_\_\_ Startup  
\_\_\_ 25 % reduction of COCs  
\_\_\_ 50 % reduction of COCs  
\_\_\_ 75 % reduction of COCs  
\_\_\_ Project Completion

**Total Reimbursed to Date:** \_\_\_\_\_

Milestone payment applied for in this submittal (mark each with an "X"):

\_\_\_ Startup  
\_\_\_ 25 % reduction of COCs  
\_\_\_ 50 % reduction of COCs  
\_\_\_ 75 % reduction of COCs  
\_\_\_ Project Completion

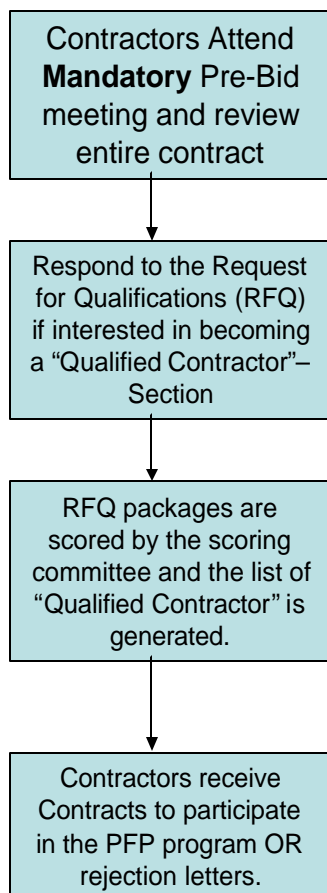
**Amount to be Reimbursed** \_\_\_\_\_

NOTE: One or more Milestone payments may be made as long as the goal was achieved. Please include this form with the Monitoring Report or Corrective Action Report so that the claims made on this form are supported.

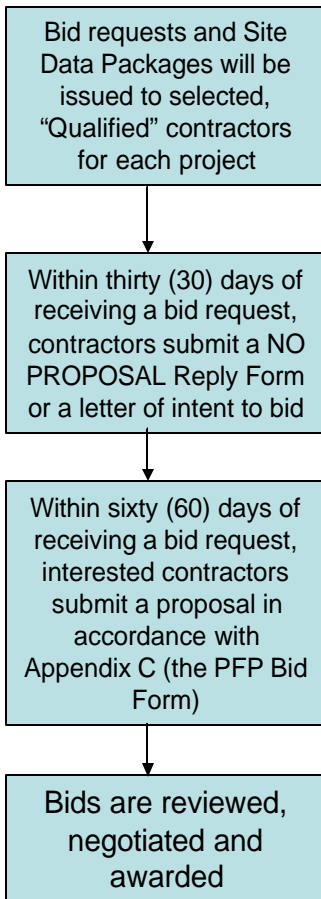
**APPENDIX E**  
**PFP Flow Chart**

# PFP Model

## Qualifying



## Bidding



## Cleanup

